

Lindsay Abbott | Voice Over Artist
Terms & Conditions for the supply of Voice Over services

Payment

1. The quote reflects the information I have been given. If a script isn't written yet, I can only quote based on anticipated duration of voiceover. Upon receipt of script, I may need to revise the original quote as required, should the script be longer or shorter than expected. **Quotes are valid for 3 months from date of quote.**
2. Any supplemental material supplied beyond the original scope of the project after the initial go-ahead will be chargeable.
3. There are no hidden costs, and I am not VAT registered, so the price you see is the price you pay.
4. Payment options for voice over work may be made via direct bank transfer (preferable), PayPal or by cheque. An invoice will be raised with all the necessary details once you have approved your quote. Any supplemental fees due from project amendments once recording has begun will be invoiced separately after the recording is complete.
5. All new and overseas clients will need to pay in advance of recording. If paying by cheque, this will need to have cleared prior to commencement of recording.
6. Credit will only be given to existing/established clients, with whom I have already built up a working relationship. Where credit is agreed, invoices must be settled within fourteen days of issue.
7. For larger projects a 50% deposit may be negotiated, or may be made per key milestone reached, by prior agreement. On this basis, audio sent before balance paid will contain an audio watermark. Once payment has been received, the watermark will be removed.
8. Payment of audio materials provided by myself must be made in full in advance of use, publication or broadcast to avoid breach of copyright. **As long as the invoice has not been paid in full, the intellectual property of the audio (not the script) remains with me.**
9. Late payment. In accordance with the late payment of Commercial Debts (interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (EC directive), the right is reserved to charge interest at 8% above the late payment period reference interest rate based on the relevant Bank of England base rate on all amounts outstanding for more than 30 days from the Tax Date indicated on the invoice. I reserve the right to levy a minimum charge of £10 for each reminder or statement produced and sent after the Credit period. I reserve the right to withdraw credit facilities and the supply of future services in the event of a breach of these terms and conditions.

Recording:

10. Pronunciations. If your script contains any unusual spellings, acronyms, abbreviations or industry-specific 'jargon', then phonetic spellings of these words annotated within the script

in brackets are preferred where necessary. If specific instructions have not been supplied, and what I record is 'wrong', then extra fees may be incurred for the re-recording time.

Post-Recording:

11. Amendments, such as pronunciation mistakes, or intonation/style, are rectified free of charge if submitted within 10 working days of file delivery. If however you would like a change made to the script that differs from the original script used to record from, and/or it is outside the 10 working day period, then a supplemental fee may be incurred for the extra recording time. You will be notified of the relevant costs prior to re-recording, and invoiced post-recording.
12. Copyright and Ownership. I retain copyright and ownership of all recorded material I have voiced. Where any commercial usage applies, if you would like full ownership and copyright of any recorded material, then a 'buyout' can be arranged at an additional cost. Important: **As long as the invoice has not been paid in full, the intellectual property of the audio (not the script) remains with me.**
13. My permission must be obtained if you plan to use the recorded material in any other form from the medium originally produced. (For example: A voiceover that was recorded for a corporate video that is then to be used in a radio/television advert). Supplemental fees will be incurred, and I **must** be notified of any planned usage changes for licensing cost calculations. Failure to notify and pay for correct usage is a breach of international copyright law and therefore the copyright is retained by me to use accordingly.
14. Copies of finished Work and Credits. **Once a job is finished, I will ask you for a copy of the finished work for my portfolio, unless releasing the work violates a confidentiality agreement signed by me or the producer/client. You agree that I may use all or a portion of the copy on my website or voice-over demo or demos, and reference the project on my resume, but only for promotional purposes of my voice-over services and subject to any confidentiality agreement that may be in place.**

If credit is given to those participating in the project for which I was hired, such as the actor(s), editor, composer, producer, et cetera, credit should be given to me as voice talent, as well.

15. **Governing Law:** the contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.
16. These terms and conditions may be varied from time to time and will be communicated in writing.

Key: Areas highlighted in red denote changes from previous Terms & Conditions Oct 2012 and Jan 2014.